



புதுச்சேரி மாநில அரசிதழ்

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No.	Puducherry	Tuesday	10th	March	2020

பொருளடக்கம்

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GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 26/Lab./AIL/T/2020,
Puducherry, dated 26th February 2020)

NOTIFICATION

Whereas, an Award in Lok Adalat Case No. 21750/2019 in I.D (L) No. 24/2015, dated 14-12-2019 of the Lok Adalat, Puducherry, in respect of the industrial dispute between the management of M/s. Novateur Electrical and Systems Private Limited, Sedrapet, Puducherry and Novateur Employees Union, Puducherry, over transfer of Tmt. P.S. Mary from Puducherry to Corporate Office Chennai has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with the notification issued in Labour Department's G.O. Ms.No. 20/91/LAB/L, dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

S. MOUTTOULINGAM,
Under Secretary to Government (Labour).

BEFORE THE LOK ADALAT AT PUDUCHERRY

Organised by Ms. V. Sofana Devi (District Judge) Member-Secretary of the State Legal Services Authority Puducherry, under section 19 of the Legal Services Authorities Act (Act 39 of 1987).

Thiru V. Jaikumar, . . Judge
Special Officer-cum-
Additional Sub-Judge,
Puducherry.

Ms. S. Mumtaj, . . Judge
I Additional District Munsif,
Puducherry.

Thiru Shanmugam, . . Member
Advocate.

LOK ADALAT CASE No. 21750/2019
in

I.D. (L) No. 24/2015

(On the file of the Industrial Tribunal-cum-
Labour Court, Puducherry)

Saturday, the 14th day of December 2019

The President/Secretary,
Novateur Employees Union,
2nd Cross Street,
No. 10, Gandhi Nagar,
Puducherry.

. . Petitioner

Vs.

The Managing Director,
M/s. Novateur Electrical and
Systems Private Limited,
No. 33/1, PIPDIC Industrial Estate,
Sedarapet, Puducherry.

. . Respondent

This case coming on this day before us in the presence of the petitioner and his Counsels namely, Thiruvalargal P.R. Thiruneelakandan and A. Mithun Chakravarthi, and the respondent and his Counsels namely, Thiruvalargal L. Sathish, T. Pravin, S. Velmurugan and V. Veeraragavan, having agreed to settle the matter and thereby, the case being settled under Joint Compromise Memo filed by the parties, an Award is passed accordingly:

*Taken cognizance under section 20 (1) of
the Legal Services Authorities Act
(Act 39/87)*

1. This case which was filed and pending before the Presiding Officer as ID (L). No. 24/2015 was transferred to the Lok Adalat and was taken on file for settlement.

2. The petitioner has filed this case to pass an Award to hold that the transfer of the Ms. P.S. Mary from Puducherry to Chennai, by the respondent/management is not justified and to direct the respondent management to cancel the transfer order and for costs.

3. Both parties were served with notice and appeared before the Lok Adalat and the parties filed Joint compromise memo today to the effect that the petitioner herein has received a sum of ₹ 3,29,387 (Rupees three lakhs twenty-nine thousand three hundred and eighty-seven only) vide two cheques, dated 03-12-2019 for ₹ 2,25,022 bearing No. 325974 drawn on ICICI Bank at Chennai, R.K. Salai Branch and another cheque, dated 03-12-2019 for ₹ 1,04,365, bearing No. 325977 drawn on ICICI bank at Chennai, R.K. Salai Branch towards full and final settlement for closing the case.

4. The Joint compromise memo filed by the parties is *bona fide* and there is no reason why the same should not be considered and recorded. There is no inducement or other indication for the said compromise. Accordingly, the Joint compromise memo filed by the parties is recorded and an Award is passed under the terms and conditions therein.

5. This case is referred to the Lok Adalat organised by the State Legal Services Authority under section 19 of the Legal Services Authorities Act (Act 39/87) and after full and frank discussion of all issues, an Award is passed as follows.

AWARD

1. It is ordered and decreed that the Award is passed in terms of the Joint Compromise Memo filed by the parties and that the claim petition and the reference made by the Puducherry Government in G.O.Rt. No. 47/AIL/LAB/J/2014 is hereby closed.

2. It is ordered and decreed that the Joint Compromise Memo filed by the parties shall form part and parcel of the Award.

3. That this Award of the Lok Adalat shall be deemed to be a decree of the Civil Court as per section 21 of the Legal Services Authorities Act, 1987.

Dated at Puducherry, on this the 14th day of December, 2019.

V. JAIKUMAR,
Judge.

S. MUMTAJ,
Judge.

SHANMUGAM,
Advocate, Member.

**BEFORE THE INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT**

I.D. (T) No. 24 of 2015

Novateur Employees Union
Rep. by its President/Secretary
Reg. No. 1751/RTU/2013
II Cross Street, No.10, Gandhi Nagar,
Puducherry-605009. . . Petitioner

Vs.

M/s Novateur Electrical and
Digital Systems Private Limited
Rep. by its Managing Director
No. 33/1, PIPDIC Industrial Estate,
Sedarapet, Puducherry-605-111. . . Respondent

**Joint Compromise Memo between
Mrs. Mary and Respondent**

1. It is submitted the above industrial dispute is referred by the Government of Puducherry in G.O. Rt. No. 47/AIL/LAB/J/2014, dated 16-06-2015 to adjudicate as to whether the dispute of transfer of one Mrs. Mary from Puducherry to Corporate Office Chennai is justified or not and to compute any other relief the workmen are entitled for.

2. Pending adjudication of the dispute, respondent was forced to shift its operation of Puducherry Units and merge them with its Sinnar (Nasic) factory with

immediate effect. All the workers of respondent factory at Puducherry were transferred to Sinnar (Nasic] *vide* individual letters of transfer given by respondent to its employees. Except petitioner all other transferred employees have either accepted the transfer order or have submitted their resignation and received full and final settlements. The Petitioner union has signed a settlement accepting the shifting of Pondicherry Units to Sinnar.

3. However, Mrs. Mary did not accept the settlement or her transfer and filed a memo, dated 31-1-2018 claiming that she wants to contest present ID in her individual capacity and the same was allowed on 12-09-2019.

4. At this juncture, petitioner approached respondent management and expressed her willingness to settle the present dispute, respondent too agreed and held series of negotiations with Mrs. Mary's Counsel on record and after due negotiation, deliberation and discussions they have arrived at a fair and comprehensible settlement of present dispute upon following terms and conditions. In the further negotiation hold before the National Mega Lok Adalat on 14-12-2019.

(a) Since Mrs. Mary has not reported to work in respondent's company with effect from 06-02-2015 *i.e.*, the date when she was transferred to Chennai, she accepts that she shall be deemed to have resigned from her employment with effect from 06-02-2015 and all her terminal benefits are being calculated only till 6-2-2015 deeming it to be the date of cessation of employer-employee relationship between Mrs. Mary and respondent management.

(b) The petitioner has agreed to receive and the respondent has agreed to pay a lumpsum of ₹ 3,29,387.00 (Rupees three lakhs twenty-nine thousand three hundred and eighty-seven only) as per the following calculations.

Sl. No.	Compensation	Amount paid to Petitioner
		₹
1.	Lumpsum <i>ex gratia</i>	2,02,752.00
2.	Gratuity for completed years of service.	1,04,365.00
3.	Leave encashment	12,395.00
4.	Bonus	9,875.00
Total		3,29,387.00

(c) The respondent has this day paid the above referred sum of ₹ 3,29,387.00 (Rupees three lakhs twenty-nine thousand three hundred and eighty-seven only) *vide* two cheques, dated 03-12-2019 for ₹ 2,25,022 bearing No. 325974 drawn on ICICI Bank at Chennai RK Salai Branch and another, dated 03-11-2019 for ₹ 1,04,365 bearing No. 325977 drawn on ICICI Bank at Chennai RK Salai branch toward full and final settlement.

(d) Petitioner has received the above-mentioned cheques in the presence of her Counsel and subject to realisation withdraws all her claims whether in terms of cash or kind against the respondent.

(e) The compensation amount agreed to be paid as per the aforementioned clauses shall be the only financial liability upon the management and the management shall not be called upon to pay any additional amount under any nomenclature except for E.P.F, which is payable by E.P.F authorities.

(f) Petitioner shall be entitled to claim her E.P.F directly and respondent shall submit all necessary forms and applications from its side within 15 days from the date of receiving certified copy of the Award in the present case.

(g) Mrs. Mary hereby specifically and expressly forgoes, abandons and withdraws all other claims, benefits, privileges that is or that may accrue upon her by virtue of her employment with the management and the management is hereby relieved of all other statutory obligations except its liability to pay the monetary compensation under this memorandum of settlement.

(h) In view of the comprehensive settlement of all disputes between the Management and Mrs. Mary all pending disputes between them before any judicial, quasi-judicial and non-judicial authorities shall be deemed to have been closed with effect from this date of settlement.

(i) It is agreed between parties that this memorandum of settlement shall be presented before Industrial Tribunal in I.D. (T) 24/2015 and both parties shall seek for an Award in terms of this 18 (1) settlement.

(j) In view of complete cessation of employer-employee relationship between Mrs. Mary and the Management, Mrs. Mary shall not stake any claims for employment with the management in Pondicherry unit or in any other units, even if the management

for any reasons whatsoever decides to revive the Puducherry unit in its entirety or in part or if, it decides to start afresh at Pondicherry.

(k) This settlement is signed by both parties without any undue influence, coercion, compulsion from any one and out of their own free will and volition and only after taking proper legal advice and hence, the same shall not be challenged by either parties on any ground whatsoever.

Hence it is prays that this Hon'ble Court to permit the petitioner to withdraw the claim and all the claims made by her in ID [T] 24/2015 and answer the reference in G.O. Rt. No. 47/AIL/Lab./J/2014, dated 16-06-2015 accordingly by dismissing the claims as withdrawn by the Petitioner and this Hon'ble Court may be pleased to incorporate the terms of joint compromise memo in the Award and render justice.

**BEFORE THE INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT AT PUDUCHERRY
I.D. (T) No. 24 of 2015**

Novateur Employees Union
Rep. by its President/Secretary
Reg.No.1751/RTU/2013
II Cross Street,
No. 10, Gandhi Nagar,
Puducherry-605 009.

.. Petitioner

Vs.

M/s Novateur Electrical and
Digital Systems Private limited
Rep. by its Managing Director
No. 33/1 PIPDIC Industrial Estate,
Sedarapet, Puducherry-605 111.

.. Respondent

**Joint Compromise Memo Between
Mrs. Mary and Respondent**

AFS:

L. Sathish,
S. Ulaganathan, T. Pravin, S. Velmurugan,
V. Veeraragavan and E.Karthik,
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Cell No. 93454 04073.

V. JAIKUMAR,
Judge.

S. MUMTAJ,
Judge.

SHANMUGAM,
Advocate, Member.